




AGENDA ITEM 8


- Public Hearing
- Ordinance
- Consent Calendar
- Discussion/Transaction

WALNUT CITY COUNCIL

AGENDA DATE: APRIL 12, 2017

TO: Mayor Ching and Council Members

VIA: Robert M. Wishner, City Manager
Mary Rooney, Director of Community Services 

FROM: Melissa Barcelo, Management Analyst 

SUBJECT: Authorization to Contract with GreenPlay LLC to Prepare and Complete an Operations Cost Study for the Proposed Walnut Ranch Expansion Project.

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the Professional Services Agreement with GreenPlay LLC in substantially the form attached and authorize the City Manager to execute the Agreement in such final form approved by the City Attorney; and
2. Issue a Purchase Order to GreenPlay LLC in the amount of \$68,000.00 to prepare and complete an Operations Cost Study for the Walnut Ranch Expansion Project.

BACKGROUND:

At the September 23, 2015 meeting, Council authorized the sale of property Tract No. 50867 (Three Oaks) for \$12.5 million as part of a Settlement Agreement with Cal Atlantic (previously Standard Pacific Corporation).

Prior to that, Council reviewed conceptual designs and preliminary cost estimates for the expansion of Walnut Ranch Park to include: (a) aquatics facilities, (b) amphitheater, (c) trail entrance, (d) community building, and (e) additional parking. In an effort to refine cost estimates for the project, on February, 24, 2016 Council approved a contract with RKA Consulting Group to prepare the Preliminary Engineering and Alternative Analysis for the proposed Walnut Ranch Park Expansion. The Preliminary Engineering Plans have been completed for the project.

On January 11, 2017 the City Council awarded a contract to MIG, Inc. to prepare an Environmental Impact Report (EIR) and CEQA documentation for the Walnut Ranch Expansion Project. An initial site assessment has been completed and MIG, Inc. is currently working on the draft Notice of Preparation (NOP) and coordinating with the proper government agencies.

STAFF ANALYSIS:

Staff sent out an RFP to seven consultants for an Operations Cost Study for the Walnut Ranch Expansion Project (RFP and composite score sheet on file in the City Clerk's Office). Proposals were received from Counsilman-Hunsaker/Sport Advisory Group, Ballard-King & Associates, William L. Haralson & Associates, and GreenPlay LLC (GreenPlay). Four Community Services Department managers reviewed, scored, and rated the proposals using the following weighted criteria:

a) Proposal	40%
b) Experience and qualifications	30%
c) References	20%
d) Cost	10%

Due to the importance of this study, higher score weights were assigned to the content of the proposals, relevant experience, and qualifications than to cost. While all of the proposers were qualified to perform this type of study, the proposal from GreenPlay was independently selected by each of the reviewers as their top scoring submittal.

The composite scores from the reviewers showed GreenPlay with 36% higher total scores than the other three companies, making their higher cost less of an issue than it would be if the scores were closer. The reviewers were impressed with both the aquatics and amphitheater specialists included in the GreenPlay team as well as the depth of their approach including: (a) an added community outreach component, (b) a schematic design for the amphitheater, and (c) a very thorough, statistics driven model to project revenues and expenditures.

GreenPlay has provided professional management and operations consulting for cities and public agencies in California and across the United States. They have completed over 75 similar operational assessments for aquatics centers and outdoor amphitheaters. Staff checked references for GreenPlay and they were reported to adhere to established timelines and to be highly responsive to agency requests. In addition, staff reviewed multiple sample studies they prepared and found them to be both comprehensive and easy to understand.

In the end, GreenPlay will develop annual operations and maintenance budgets to include expenses and revenues associated with the expansion. The projected operations budgets will include (but will not be limited to) staffing levels, benefits, commodities, contractual services, and utilities taking into account hours of operation, local weather patterns, and other key operating assumptions. With this, staff will be able to provide City Council with

refined cost estimates for this proposed project which is an important factor in evaluating the total fiscal impact of the park expansion.

FISCAL IMPACT:

None. \$1,734,845 was included in the Fiscal Year 2016-17 Capital Budget (6423) for this project.

Total FY 2016-17 Budget (6423)	\$ 1,734,845.00
Expenditures to Date	\$ 14,181.50
Encumbered Funds	\$ 185,657.00
<i>Balance</i>	\$ 1,535,006.50

RELATION TO MISSION STATEMENT:

We will exceed expectations by preparing Walnut for the future.

Attachments:

- A. Professional Services Agreement- GreenPlay LLC



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of April 12, 2017, between the CITY of Walnut, a municipal corporation ("CITY") and GreenPlay LLC, a Colorado Limited Liability Company ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence immediately upon execution by the parties and shall remain and continue in effect until the services and related work described herein are completed, in accordance with CONSULTANT's Proposal (Exhibit E), but in no event later than June 30, 2018 unless sooner terminated pursuant to the provisions of this AGREEMENT.

2. SERVICES

CONSULTANT shall perform the services described and set forth in Exhibit A. CONSULTANT shall perform such services and complete the tasks to be performed at the time, place, and in the manner specified in this AGREEMENT, subject to the direction of the CITY through its designated representative that it may provide from time to time. CONSULTANT shall complete the services according to the Schedule of Performance which is set forth in Exhibit B. Any change in the services to be provided or tasks to be performed shall be set forth in a written amendment approved by the City Manager and physically attached to this AGREEMENT.

3. PERFORMANCE

(a) Time is of the essence in the performance of this AGREEMENT. The time for completion of the services and related work to be performed by CONSULTANT is an essential condition of this AGREEMENT.

(b) CONSULTANT shall at all times faithfully, competently and to the best of his/her/its ability, experience, and talent, perform all services and related work contemplated pursuant to this AGREEMENT consistent with CONSULTANT's Proposal (Exhibit E). CONSULTANT shall employ, at a minimum, generally accepted industry standards and practices utilized by persons engaged in providing same or similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

4. CITY MANAGEMENT

CITY's _____ shall be the CITY's designated representative in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks to be performed or change the compensation due to CONSULTANT. City Manager shall be authorized to act on CITY's behalf and to execute all necessary documents to change the services to be provided or the tasks to be performed or change CONSULTANT's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The CITY agrees to pay CONSULTANT in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C. This amount shall not exceed Sixty-Eight Thousand Dollars (\$68,000) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

(b) CONSULTANT shall not be compensated for any non-contemplated services rendered in connection with its performance of this AGREEMENT unless such additional services are authorized in advance and in writing by CITY. CONSULTANT shall only be compensated for any additional services in the amounts and in the manner as agreed to by CITY and CONSULTANT.

(c) CONSULTANT will submit invoices for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month or as tasks are completed as specified in the CONSULTANT'S Proposal (Exhibit E). Notwithstanding any provision of CONSULTANT's Proposal (Exhibit E) to the contrary, out of pocket expenses shall be reimbursed at cost without an inflator or administrative charge. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within ten (10) days of receipt of an invoice of any disputed fees set forth on the invoice. Payment by CITY under this AGREEMENT shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

(d) CONSULTANT agrees to notify CITY of business status change and agrees to submit a new W-9 form within (3) business days. CONSULTANT also agrees to notify CITY representative, as per Section 13 of this AGREEMENT, of changes to contact and billing address or phone number.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.

(b) In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the agreed work performed up to the time of termination. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

7. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, and any written information either created by or provided to CONSULTANT in connection with the performance of this AGREEMENT shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the services under this AGREEMENT. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name or insignia, photographs relating to project for which CONSULTANT's services are rendered, or any publicity pertaining to the CONSULTANT's services under this AGREEMENT in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

(d) CITY shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of CONSULTANT shall be immediately referred to CITY, without any other actions by CONSULTANT.

8. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, the CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit D without the written consent of the CONSULTANT. CONSULTANT shall not be liable to any third parties for any liability exempted by statute.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or sub-consultants of CONSULTANT. CONSULTANT shall not be liable to third parties for any liability exempted by statute.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section.

9. INSURANCE

CONSULTANT shall maintain, prior to the beginning of and for the duration of this AGREEMENT, insurance coverage as specified in Exhibit F attached hereto and incorporated as part of this AGREEMENT. By executing this AGREEMENT, CONSULTANT confirms that he/she/it has reviewed and approved the requirements of Exhibit F.

10. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT or any of its employees, agents, and subcontractors providing services in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

(c) In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

11. INTERESTS OF CONSULTANT

CONSULTANT (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this AGREEMENT or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this AGREEMENT.

CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

(a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any City official, other than normal agreement monitoring; and

(b) possesses no authority with respect to any CITY decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

13. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Walnut
 Attention: City Clerk
 21201 La Puente Road
 P.O. Box 682
 Walnut, CA 91789

To CONSULTANT: GreenPlay LLC
 Teresa 1021 E. South Boulder Rd, Suite N
 Louisville, CO 80027

14. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT.

15. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

16. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation

concerning this AGREEMENT shall take place in the superior or federal district court with jurisdiction over the CITY.

17. MEDIATION

The parties agree to make a good faith attempt to resolve any disputes arising out of this AGREEMENT through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

18. LITIGATION EXPENSES AND ATTORNEYS' FEES

If either party to this AGREEMENT commences any legal action against the other party arising out of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

19. INCORPORATION OF EXHIBITS; CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

The parties agree that the Exhibits attached hereto are a part of this AGREEMENT and are hereby incorporated by reference herein as though set forth in full. CONSULTANT is bound by the contents of CITY's Request for Proposal, (Exhibit D), and the contents of the proposal submitted by the CONSULTANT'S Proposal, (Exhibit E) hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals.

20. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Any amendments to this AGREEMENT must be in a writing of equal dignity.

21. AMENDMENTS

This AGREEMENT may be modified or amended only by a written document executed by both CONSULTANT and CITY and approved as to form by the City Attorney.

22. SEVERABILITY

If any term or portion of this AGREEMENT is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. Facsimile and transmitted signatures indicating concurrence shall be binding as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF WALNUT

GreenPlay LLC, a Colorado Limited Liability Company

By: Rob Wishner, City Manager

By: Teresa Penbrooke

Date: _____

Date: _____

Its: _____

Attest:

Teresa de Dios, City Clerk

Approved As To Form:

Barbara Leibold, City Attorney

EXHIBIT A

SERVICES TO BE PERFORMED

REFER TO EXHIBIT E - PROPOSAL DATED JANUARY 26, 2017

EXHIBIT B

SCHEDULE OF PERFORMANCE

REFER TO EXHIBIT E - PROPOSAL DATED JANUARY 26, 2017

EXHIBIT C

PAYMENT SCHEDULE

REFER TO EXHIBIT E - PROPOSAL DATED JANUARY 26, 2017

EXHIBIT D

REQUEST FOR PROPOSAL

REFER TO ATTACHED RFP DATED _____

EXHIBIT E

PROPOSAL SUBMITTED BY CONSULTANT

REFER TO EXHIBIT E - PROPOSAL DATED JANUARY 26, 2017

Proposal for Professional Services



Walnut Aquatics Center Operations Cost Study

City of Walnut, California
Submitted: January 26, 2017
Revised: March 31, 2017

GREENPLAY LLC

*The Leading Edge In Parks, Recreation,
And Open Space Consulting*

January 26, 2017

City of Walnut
Attn: Melissa Barcelo, Management Analyst
21201 La Puente Rd.
Walnut, CA 91789

Dear Ms. Barcelo and Members of the Selection Committee:

GreenPlay, LLC, is pleased to submit a proposal to develop an Operations Cost Study for an aquatics center and amphitheater as part of the Walnut Ranch Expansion Project. We understand that this project will allow the City to evaluate different options with regard to a potential new aquatics center and an outdoor amphitheater in the existing Walnut Ranch Park. Our team will also assess operational costs of these new venues considering factors such as programming, personnel, fees, demographics, and others.

Since 1999, GreenPlay has provided professional management and operations consulting and related services for diverse communities and agencies in California and across the United States, including the cities of Encinitas, San Diego, Carlsbad, Rancho Cucamonga, Laguna Hills, Irvine, and many others. GreenPlay has successfully completed such projects for over 400 communities of all sizes. Our team has extensive expertise in:

- Aquatic center and outdoor amphitheater planning, schematic design, and engineering.
- Market demand analysis.
- Aquatic facility and outdoor amphitheater capital and operating cost estimating.
- Site evaluation capabilities and experience.
- Operations and management planning (pro forma, rate sensitivity assessment, projected demand, etc.).
- Broad knowledge of cost and performance characteristics of similar facilities.

Our team will consist of **Pat O'Toole** as Principal-in-Charge and Project Consultant, **Tom Diehl, CPRP**, as Project Manager, and me, **Teresa Penbrooke, PhD Candidate, CPRE**, as Contracting Principal-in-Charge. **Aquatics Design Group**, one of the premier aquatics design firms in the nation, located in Carlsbad, California, will perform site analysis and conceptual planning for the aquatics center, and **KTU+A**, a landscape architecture firm based in San Diego, will conduct site analysis and conceptual planning for the outdoor amphitheater. GreenPlay team members have direct experience managing these types of facilities. We are an unbiased, objective third party with no conflicting benefit in making specific recommendations.

We pride ourselves on being available and accessible to your agency, and partnering with you to help achieve your goals. If you have any additional questions, please feel free to contact me at the number listed below.

Sincerely,



Teresa Penbrooke, MAOM, CPRE
CEO and Founding Managing Member
GreenPlay LLC
(303) 870-3884 (direct)
TeresaP@GreenPlayLLC.com

C. Proposed Project Approach

PROJECT UNDERSTANDING

We understand that the City of Walnut is interested in evaluating the operational costs associated with adding an aquatics center and an outdoor amphitheater to Walnut Ranch Park as part of an expansion project. We know that a scenario for both the center and the amphitheater have been developed by City staff and Walnut Commissioners. We know that this project will also involve gathering input from the community to determine if there are gaps in services that could be fulfilled by the proposed amenities. Community input will allow us to determine which of the concept plans will likely be more successful. The City has identified the following goals for this project:

- Determine a reliable Aquatic Center operations cost estimate for the general public programs season from Memorial Day weekend through Labor Day weekend and; a year round operations cost estimate for other (to be determined) aquatic programs. Estimate to include personnel, operations and maintenance.

- Provide the amount of personnel needed throughout the year based on the amenities included (lifeguards, support staff, etc.)
- Provide operations cost comparison exhibit of other comparable City/public aquatic facilities either in the San Gabriel Valley or within the Southern California region.
- Determine and prepare a recommended program rate/fee table for usage of the various aquatic programs, community room rentals, and amphitheater use.
- Provide a minimum percentage assumption of what the City may recover on operating costs.
- Research and provide comparative exhibit of programs and services offered by other regional aquatic center facilities.
- Develop and provide a list of recommended programs/services that may be offered to enhance community participation and generate additional revenue for the City.

We can help you meet all of these goals!

SCOPE OF WORK

The following scope details the steps that we will take to develop this plan. Our process has proven successful on projects of similar elements and size. We are familiar with multiple aspects of operations and management of similar facilities. We will provide an informed and objective analysis of the City's current market conditions, unmet needs, and recreation programs and facilities, and will use this information to develop a document that will ensure the best possible provision of services in the most cost effective manner.

A. Strategic Kick-Off and Determination of Critical Success Factors

Upon selection and award, our GreenPlay team will provide a **Detailed Work Plan** to the Project Team within 10 days for discussion at a Strategic Kick-Off meeting.

Project Coordination

Having worked as professionals on "your side of the table," we understand how important it is for consultants to be accessible without interfering with your daily responsibilities. We will work closely with your team during Start-Up to identify key "**Critical Success Factors**" that will help ensure that this project is successful and achieves your desired level of involvement and outcomes.

We will review the details of the work plan at this meetings, and will formalize the timeline and details of the Project Planning Process including:

- Accepted methodologies and task processes
- Detailed Project Schedule and meetings
- Workshop format
- Final methodology
- Expected quality and formats for deliverables
- Agreement on implementation strategies
- Identification and agreement on project "Critical Success Factors"

B. Integration with Existing Values, Vision, Mission, and Goals

As part of the information gathering phase, we will integrate relevant previous and/or current planning work including existing funding plans, budgets, and workplans into the Aquatics Center and Outdoor Amphitheater Operations Assessment. We will become familiar with the current values, vision, mission, and goals of the City and the Community Services Department and will assess their overall relevance to the operations of the proposed facilities. We believe that an agency's values, vision, and mission are the foundation for all goals, objectives, and tactical development.

Your organizational values direct your future vision and help determine what conditions you want to impact that are aligned with your mission and purpose in the community. Your mission and purpose will help identify core services, which can then be analyzed for gaps, duplication of efforts, opportunities for re-purposing or partnering, or over-saturation in the market. We will help the City to determine how the current operational, pricing, operating structure for management of the aquatics center and outdoor amphitheater may be functioning, as well as how it can be improved. We will also evaluate existing information with regard to the political sensitivities and direction regarding provision of services for residents and tourists.

C. Information Gathering, Workshops, and Assessment

After collecting background information, we will schedule several opportunities for information gathering, conducting top-level staff interviews, administration and leadership interviews, and meeting with the defined stakeholders. Many of the educational and fact-finding workshops will require staff participation.

Staff and Stakeholder Engagement and Involvement

We will conduct individual employee interviews and some focus groups comprised of high-level City and Community Services Department personnel. An in-depth staff engagement process that includes all of the agency's staff members can be conducted as part of the detailed analysis. Information gathered from employees will be treated sensitively and considered confidential. Other data collection methods will also be used to supplement this project task.

Citizen Involvement

Individual users, user groups, special interest organizations, associations, leagues, and other stakeholders will be given ample opportunity to participate in the development of this plan. Our team will explore knowledge of local issues and concerns that will assist us in producing useful and pertinent community feedback.

GreenPlay staff members are experienced and skilled facilitators, and we draw from a variety of methodologies that are designed to encourage and structure feedback for clearly identified and measurable outcomes. A suggested approach is provided; however, the final methodology will be detailed during Strategic Kick-Off.

Based on previous successes, the following citizen involvement strategy approach is designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the plan's development, and is recommended for this project:

- **Initial Information Gathering:** Collect information on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the plan.
- **A minimum of three (3) focus group meetings** drawing from special interest individuals and groups, associations, other service providers (staff, schools, health clubs, seniors, etc.), open to the public at large. This method ensures a nucleus of participants with vested interest while also encouraging others to participate.
- **Community-wide public meetings (3)** to provide information and to validate and round out the qualitative information received from the focus groups.
- **Stakeholder interviews** with those who can contribute specific information in a more detailed manner (might include representatives from neighboring communities, sister agencies, other departments of the City, Parks and Recreation Commission members, City Council members, etc.).

D. Site Analysis and Conceptual Plans

GreenPlay will work with Aquatic Design Group and KTU+A to review the condition of each scenario for the aquatics center and the outdoor amphitheater with the City's Project Manager. If desired, the team will then create site use plans for each facility.

Facility Concepts (Interior/Exterior)

Our team will utilize information from the previous tasks, along with input from the staff and the project team to verify that the proposed program elements for each facility are appropriate. If needed, facility design concepts will be created.

The facility design process is as follows:

- Participatory activities to generate project input, including:
 - Presentation of existing facilities to provide a visual picture of potential programming components
 - Identification of potential costs of programming components
 - Activities that will assist in building consensus and determining program components and space allocation requirements that will best meet community needs
 - Priorities and phasing options
- Site discussion and preliminary analysis
 - Site Size versus Program
 - Facility Expansion Potential
 - Access to Site
 - Compatibility with Neighboring Uses
 - Land and Utility Infrastructure Costs
 - Site Character and Context
 - Other Site Amenities/Intangibles

Exterior Components

We will provide conceptual design and narrative on the outdoor amphitheater, and major exterior elements of the aquatics facility including:

- Parking lots
- Drop-off/pick-up spots
- Sidewalks/trails
- Courtyards
- Landscape design that includes green space and natural areas

E. Financial Assessment and Modeling

We will develop a detailed financial model of the operating revenues and expenses of facilities and programming associated with the aquatics center and the outdoor amphitheater based on market research results and the recommended rate models. This will include analysis of general seasonal programming from Memorial Day to Labor Day and additional year-round programming

Once the recommendations for future usage are determined, we will conduct an analysis of existing and potential marketing, budgets, financial resources, cost recovery, pricing methodology, and user fees for any recommended services and facilities. We may suggest a focus on potential additional revenue generation to help cover operational and maintenance costs. We have effective methods for working with project representatives to determine which types of revenue generation will be most appropriate for operations of each facility.

From this information, we will create a conceptual operating and maintenance budget and a financial proforma to detail the projected expenses, revenues, and cost recovery each year and for the next several years.



F. Draft and Final Plans, Presentations, and Deliverables

Findings and Visioning

GreenPlay team consultants will compile findings from Tasks A-E and will prepare a summary of **Findings Presentation** for staff and decision makers in order to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct and ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

We recognize that our team needs to work with the City's project team and stakeholders to fully analyze identified findings and to create implementable recommendations for your future. We want to be respectful of the project team's time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings.

Following our review of the Findings, we will facilitate a **Visioning Strategies Workshop** that will analyze all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications.

This Workshop will help provide an articulated guiding vision for the Walnut Ranch Park Expansion, with goals, desired outcomes, and standards identified to direct policy and management structure.

Recommendations, Implementation Strategies, and Draft Plan

After validating the Findings and conducting the **Visioning Strategies Development Workshop**, our team will work to draft a justifiable and realistic Operations Analysis for the Walnut Ranch Aquatics Center and Outdoor Amphitheater.

This Operational Assessment will assist in making short-term, mid-term, and long-term management decisions regarding enhancement, repurposing, and/or expansion of opportunities for Walnut residents and other users.

The plan will include formal Recommendations, along with an **Action and Implementation Plan**, which will summarize needs assessments, potential competitors, partnership opportunities, operational and financial analysis, marketing analysis, and overall outcomes and recommendations. Draft Plan Presentations will be presented to the staff, representative stakeholders, and the public. Revisions and recommendations will be incorporated into your Final Plan.

A Draft Fiscal Operations Management Plan that includes written goals, plans, objectives, and policy statements that articulate a clear vision and model (a "road map") for the park's operations will be submitted for preliminary review, and all comments will be incorporated into your Final Plan. After the review, we will assist in guiding the Plan through any desired formal adoption process, including two (2) meetings to present the draft Plan and/or for adoption of the final Plan.

For the Draft Plan we will provide the City with one (1) printed and bound color copy and one (1) electronic copy in a format compatible with its software and for posting on its website.

For the Final Product we will provide the City with one (1) printed and bound color copies and an electronic copy in a format compatible with its software and for posting on its website.

D. Company Staff

BRIEF COMPANY OVERVIEW

GreenPlay is a Limited Liability Company, headquartered in Louisville, Colorado with nine regional office around the U.S. Founded in 1999 precisely to help communities with this type of work, we operate as a consortium of experts to provide management and consulting services for park, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 18 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies throughout the nation. GreenPlay has successfully completed over 400 projects, working with local, state, and national government agencies, as well as with private sector organizations.



Administrative Headquarters

1021 E. South Boulder Rd., Suite N
Louisville, CO 80027
(303) 439-8369

Project Specific Experience

A Proven Record of Experience and Expertise in Parks and Recreation Planning

These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. We also regularly teach others around the country how to successfully complete similar projects. We have a strong national reputation based on many years of experience with staff who will help you to develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will address your key issues.

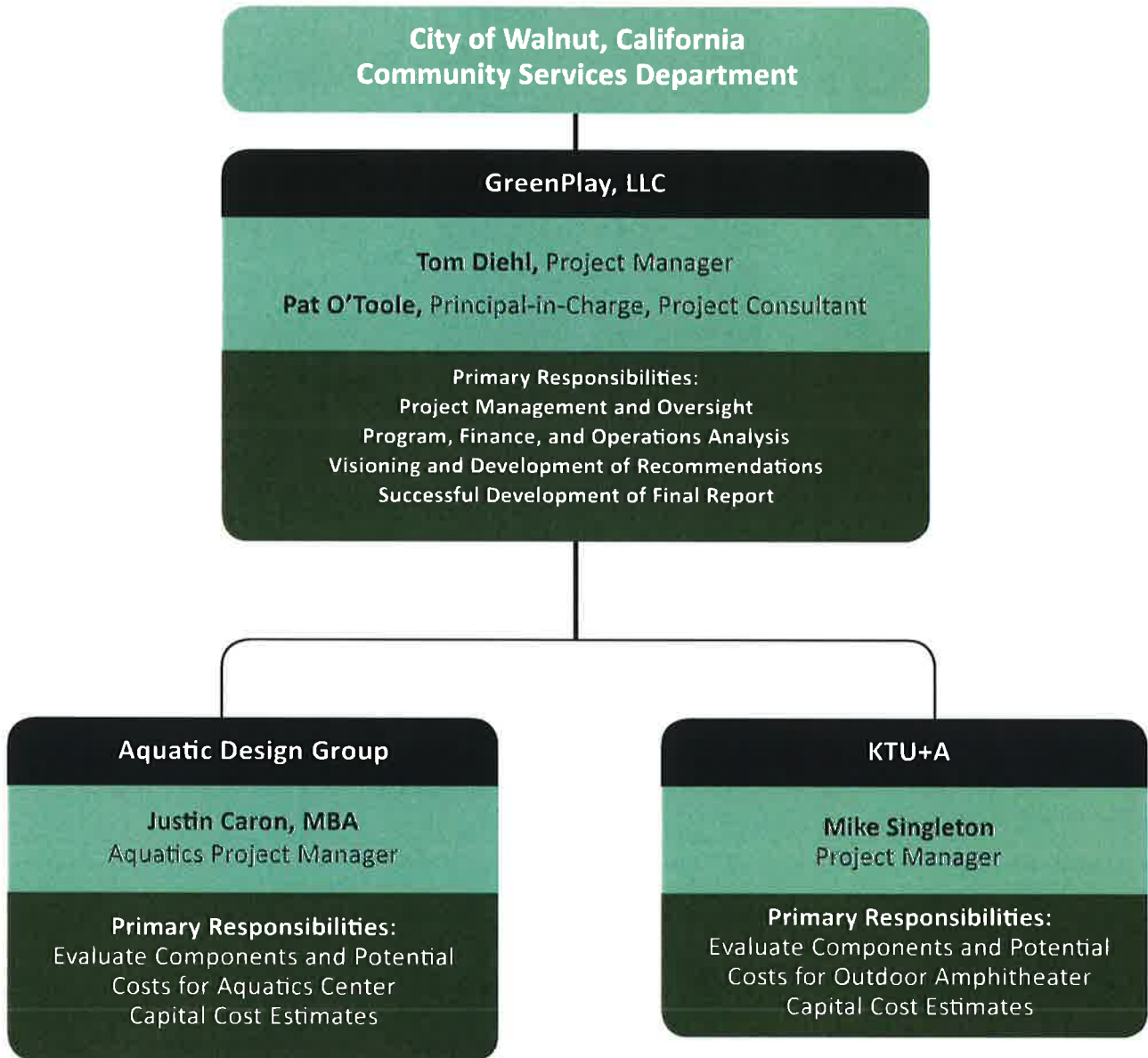
Relevancy of Similar Work Experience

Our firm has experience that is directly relevant to this project. We have completed similar projects for numerous agencies including the Southern California communities of San Gabriel, Santee, Encinitas, Santa Barbara, La Quinta, the Desert Recreation District, Palm Springs, and Palm Desert, among many others. Our team provides expertise helping these cities plan for sustainable development which is environmentally sensitive and financially sound. We will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Management Approach and Philosophy Toward Parks and Recreation Planning

We believe that parks and recreation assets contribute to the quality of life that makes a community a desirable place to work, live, and play. GreenPlay consultants are all passionate about developing plans and documents that work conceptually and are implementable in each individual community. Our staff members are effective in leading a comprehensive public process to accurately reflect your community's needs. We develop planning and operational options that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and creativity and functional accommodation. We also understand the need to create a delicate balance between economic benefits and provision of equitable service, along with an appropriate mix of active and passive elements for all types of service demands.

PROJECT TEAM ORGANIZATION



We understand that we may not substitute team members without permission from the City.



Tom Diehl, CPRP

Project Manager

Work Experience

Tom is a Recreation and Athletics Management Professional with over 30 years of experience at both public and private institutions. While Tom has concentrated on program and facility enhancement, his general expertise includes strategic and master planning, feasibility studies, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management and historical renovations. Much of his work has been focused on collegiate-level projects. He has extensive experience with recreation and athletics programming, community relations, and special events management. He has successfully overseen capital projects valued up to \$60 million.

Representative Positions

- Project Consultant/Manager for GreenPlay with a focus on site operational planning and management, along with integration of stakeholder needs into overall systems success.
- Director and Associate Director of Recreational Sports at Virginia Commonwealth University.
- Assistant Athletic Director for Facilities at Marist College
- Intramural Director, Facility Director, HPE Instructor and Lacrosse Coach at Le Moyne College.
- Played Division I Lacrosse at Syracuse University.
- 13 years of experience coaching at the university level, high school coaching experience and experience coaching almost all sports at various youth levels.

Representative Facility Project Management Experience

Similar GreenPlay Projects

- Aspen, CO – Recreation Center Fitness Center Expansion Feasibility Study
- Colchester, VT – Health and Wellness Ctr. Needs Assessment and Master Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Superior, CO – Pool Feasibility Study
- Waukesha, WI – Recreation Center Feasibility Study

University Recreation Projects

- \$56 million Cary Street Gym and Jonah L. Larrick Student Center Construction/Renovation Project
- Cary Street Gym Historic Restoration Project after 3 alarm fire
Cary Street Gym had a large indoor aquatic center with two bodies of water, and the Larrick Center also included the MCV Campus Aquatic Center. Tom was involved in the design and construction of both facilities as well as the management.

Areas of Expertise

- | | |
|--|--|
| <ul style="list-style-type: none"> • Master/Strategic Planning & Needs Assessments • Feasibility Studies & Operational Programming • Pricing Philosophy • Organizational Structuring • Special Projects Promotions and Marketing • Alternative Funding & Partnerships • Business Planning | <ul style="list-style-type: none"> • Policy Development • Research Studies • Marketing & Public Relations Strategies • Information Technology Plans • Retreat Facilitation & Seminar Planning • Accessibility Assessments • Transition Plans • Cost-Benefit Analysis |
|--|--|

Education

Master of Science,
Syracuse University,
August 1990

Bachelor of Science,
Syracuse University,
December 1982

Select Professional Affiliations and Development

- Long time NIRSA and NRPA member
- The Grace E. Harris Leadership Institute – VCU Leadership Development - October 2013
- NIRSA School of Recreational Sports Management - June 1997
- CPR/First Aid/AED certified, Certified Pool Operator, Certified Emergency Shelter Operator
- Active Shooter Training



JUSTIN CARON, MBA

AQUATICS PROJECT MANAGER

EDUCATION

Capella University- Minneapolis, Minnesota – Masters of Business Administration (2009)

Auburn University- Auburn, Alabama – Bachelor of Arts, Communications, Psychology (2003)

PROFESSIONAL AFFILIATIONS

California Parks & Recreation Society

Certified Aquatic Facility Operator (AFO)

College Swimming Coaches Association

National Recreation & Park Association

USA Swimming

World Waterpark Association
Innovation & Technology Committee

Justin has spent much of his life in and around pools. He was a six-time All American and two-time captain for Auburn University's swim team, which won four SEC titles and one national championship title while he was there. He has also coached at elite camps around the country and spends most of his free time now in the pool with his two young children. His unique combination of passion for swimming and technical knowledge enables him to relate to all members during the design process. Justin is responsible for project management, programming, planning, business development, and communication between the Client, other design professionals, and Aquatic Design Group.

PROJECT EXPERIENCE

Walnut Ranch Aquatic Center Expansion Master Plan, Walnut, CA

Obregon Park Pool, Los Angeles, CA

El Cariso Pool Renovation, Los Angeles, CA

DryTown Waterpark Renovation, Palmdale, CA

Hamilton Pool Renovation, Novato, CA

Alga Norte Community Park, Carlsbad, CA

Southwestern College Aquatic Center, Chula Vista, CA

Mater Dei Catholic High School, Chula Vista, CA

El Corazon Aquatic Center, Oceanside, CA

Brooks Street Pool Assessment, Oceanside, CA

Oceanside Civic Center Fountains, Oceanside, CA

LEGOLAND Hotel, Carlsbad, CA

The Grand Del Mar, Del Mar, CA

Perris Valley Aquatic Center "DropZone", Perris, CA

Moffett Place Recreation Center, Sunnyvale, CA

East Oakland Sports Center, Oakland, CA

Temecula Community Recreation Center Pool Renovation, Temecula, CA

Club One Multi-sport, San Jose, CA

The Grand Del Mar, Del Mar, CA

William Woollett Jr. Aquatic Center, Irvine, CA



E. Qualifications

SAN GABRIEL, CALIFORNIA PARKS AND OPEN SPACE MASTER PLAN

Contact:

Rebecca Perez, Community Services Director
425 South Mission Drive
San Gabriel, CA 91776
626.308.2875 | rperez@sgch.org

Service Portfolio Project: GreenPlay is currently assisting the City of San Gabriel in developing a Parks and Open Space Master Plan to determine potential enhancements that could be made to its existing park, open space, and recreation system to best meet the needs of residents. The City has identified the following goals for this plan: identify the values of the community, provide a citywide vision for parks and open space, develop a dynamic Parks and Open Space Master Plan that embodies the unique history and characteristics of San Gabriel, and provide a clear direction and strategies for the development and administration of the parks, open space, and recreation system.

Our team is working closely with the Community Services Department, the Master Plan Advisory Committee, and other identified stakeholders to develop a plan with community specific and implementable recommendations. The final plan will address the following areas: city parks and facilities, school sites, trails and walkways, and potential partnership identification. *Team members include KTU+A, TDW+Co, and RRC Associates.*



LOS ALAMOS COUNTY, NEW MEXICO INDOOR LEISURE POOL FEASIBILITY STUDY

Contact:

Anne W. Laurent, Department Director
1925 Trinity Dr., PO Box 30, Los Alamos, NM 87544
505.662.8150 | anne.laurent@lacnm.us

Project: The County of Los Alamos had been working on the concept of a municipally owned and operated Leisure Pool addition to the existing Larry A. Walkup Aquatic Center (LWAC) for many years. The LWAC was originally constructed in 1986. The project team assisted the County in conducting a Feasibility Study for a new indoor aquatic facility. The team conducted a market analysis to determine the community's unmet needs and determine their potential support. An operational and business plan was also developed to identify the impacts to staffing, utilities, maintenance, and other over-head costs that would impact the yearly budget. The team recommended a fee structure to recover those expenses. In addition, the team developed site analysis and a facility concept design. *Team members included BRS Architecture, Water Technology, Inc., and RRC Associates. Pat O'Toole managed this project.*



SUPERIOR, COLORADO POOL FEASIBILITY STUDY

Contact:

Martin Toth, Director
127 E. Coal Creek Dr., Superior, CO 80027
303.554.9005 | martint@superiorcolorado.gov

Project: The purpose of this project was to determine the feasibility of covering an existing outdoor pool to change the pool into a year-round facility. GreenPlay reviewed and analyzed demographics, pool usage, user profiles and facility demands. GreenPlay reviewed and analyzed the financial information related to staffing, maintenance, historic costs, operating budgets, financial projection of revenues and expenses and admission, pass rates and overall fee schedules including aquatic programming fees. GreenPlay worked with BRS Architects and Peak Program Value to review facility expansion design concepts which included identification of operational, maintenance, and capital resource ramifications to ensure the best possible facility design. GreenPlay created Annual Operational and Maintenance Budget Projections which included all expenses and revenues associated with the year-round pool's operations. *Tom Diehl managed this project.*



GreenPlay staff provides expertise in creating feasibility and conceptual studies for new and existing recreation centers, sports complexes, performing arts centers, nature centers, aquatic facilities, and other projects. Our team creates detailed and accurate business plans, operational pro formas, budgeting, finance, marketing, communications, and management planning. GreenPlay typically works alongside facility and landscape architects, depending on the project scope. Sometimes these firms act as sub-consultants, and sometimes we are a sub-contractor. We may also be hired separately by an organization. GreenPlay is not a design firm. We do not complete design or construction documents and have no inherent benefit from recommending and planning future projects. This allows us to be an objective third party, always with the overall best interests of your community in mind.

Examples of past projects include:

- **Ada, Oklahoma** – Sports Complex Plan - *In conjunction with JHBR Architecture*
- **Aspen, Colorado** – Recreation Center Fitness Center Expansion Feasibility Study - *In conjunction with Hagman Architects*
- **Baltimore, Maryland** – Recreation & Parks Services Assessment and Recreation and Aquatic Facilities Analysis and Plan
- **Bend, Parks and Recreation District, Oregon** Indoor Hockey and/or Indoor Soccer Arena Operational Budget and Pro forma
- **Berks County, Pennsylvania** – Parks and Recreation Sponsorship Plan
- **Brighton, Colorado** – Aquatics and Child Care Centers Feasibility Study
- **Broomfield, Colorado** – Indoor Aquatic Center Feasibility Study
- **Canterberry Crossings, Parker Colorado** – Feasibility Study, *In conjunction with M+O+A Architectural partnership*
- **Carbondale, Colorado** – Community Recreation Center Feasibility Study
- **Cedar Rapids, Iowa** – Community Recreation Center Feasibility Study
- **Clive, Iowa** – Community Recreation Center Feasibility Study
- **Colchester, Vermont** – Health and Wellness Center Feasibility Study
- **Colorado Springs, Colorado** – Operational Budget and Pro forma
- **Crown Mountain Park and Recreation District** Recreation Center Feasibility Study
- **Dallas, Texas** –White Rock Hills Recreation Center Feasibility Study - *In conjunction with Jacobs*
- **Discovery Bay, California** – Athletic Club and Community Center Study
- **Eaton Area Park and Recreation District, Colorado** Recreation Center Operational Pro Forma
- **West Elmore County Park District, Idaho** – Indoor Aquatic and Recreation Center Operating Budget and Pro forma
- **Estes Park, Colorado** – Market Study and Pro forma for a Multipurpose Event Center
- **South Park Recreation District, Fairplay, Colorado** Community Recreation Center Plans
- **Fargo, North Dakota** – Multi-purpose Recreation Center Feasibility Study
- **Federal Way, Washington** – Community Center Plan and Design
- **Fort Morgan, Colorado** – Recreation Center Feasibility Study
- **Freeport McMoran Copper and Gold Morenci, Arizona** – Community Center Feasibility Study - *In conjunction with Barker Rinker Seacat Architecture*
- **Fruita, Colorado** – Recreation Center Feasibility Study
- **Genesee Foundation, Golden, Colorado** Community Facilities and Recreation Study
- **Glendale, Illinois** – Sports Hub Renovation Operational Cost and Revenue Pro forma
- **Guernsey, Wyoming** – Operational Consulting for the Tri-City Recreation Center
- **Gypsum, Colorado** – Community Recreation Facility Development Plan
- **Houston, Texas** – Superblock Park Operations and Maintenance Budget - *In conjunction with Design Workshop*
- **Independence Township, Michigan** – Parks & Recreation Department Feasibility Study
- **Kent, Washington** – Community Aquatics Center/ Recreation Center Feasibility Study and Business Plan Revision
- **Kirkwood, Missouri** – Community Center Business Plan
- **Larimer County, Colorado** – County Fairgrounds Feasibility Study
- **Las Cruces, New Mexico** – Aquatic and Recreation Center Feasibility Study

WALNUT RANCH PARK EXPANSION MASTER PLAN

Walnut, California



Project Details

Completion Date: Fall 2014
Owner: City of Walnut, CA

Aquatic Design Group assisted in the master plan design package as required for the development of a park expansion including a new aquatic center, amphitheater, trail system and support spaces within Walnut Ranch Park.

AQUATICDESIGNGROUP.COM



ALGA NORTE COMMUNITY PARK

Carlsbad, California



Aquatic Design Group provided programming, planning, construction documents and construction observation services as required for the construction of a 25 yard x 56 meter competition pool with movable bulkhead; a 12-lane x 25-yard instructional pool; a 400 square foot warm water therapy pool; and a children's wet playground as part of an \$32 million, 33 acre master-planned sports park for the City of Carlsbad. This project received the 2014 California Park & Recreation Society Award of Excellence in Design: Park Planning.



Project Details

Completion Date:	Winter 2014
Construction Cost:	\$3,500,000 (aquatics)
Owner:	City of Carlsbad

AQUATICDESIGNGROUP.COM



F. Fee Proposal

Walnut California Aquatic Center And Amphitheater Study				
TASKS	GreenPlay	ADG	KTU+A	Total
A. Strategic Kick-Off and Determination of Critical Success Factors	\$2,100	\$500	\$500	\$3,100
B. Integration with Existing Vision and Goals	\$1,050			\$1,050
C. Information Gathering, Workshops and Assessment	\$5,985	\$2,225	\$2,500	\$10,710
Community and Stakeholder Engagement	\$8,610	\$500	\$500	\$9,610
D. Site Analysis and Conceptual Plans	\$4,200	\$2,500	\$4,000	\$10,700
E. Financial Assessment and Modeling	\$8,185	\$2,500	\$4,000	\$14,685
F. Draft and Final Plans, Presentations, and Deliverables	\$10,645	\$2,500	\$5,000	\$18,145
Totals	\$40,775	\$10,725	\$16,500	\$68,000

This project is billed as Firm-Fixed Fee, meaning that all travel and reimbursables are built into the per task cost.

GreenPlay and Sub-Consultant Fee Schedules

We do not bill hourly, and therefore, hourly rates are not applicable. However, GreenPlay’s rate for additional services is based on an average of \$150 per hour if not proposed as “firm-fixed fee.” For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. GreenPlay has established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects such as this, which require more than 100 hours of work, GreenPlay typically recommends and proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline. This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted Scope of Work is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Rate Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and insurances.
- Taxes, employee benefits, and Worker’s Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates may not include (unless specified in the Scope of Work):

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).

EXHIBIT F

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this AGREEMENT and which is applicable to a given loss, will be available to CITY.

[Note: Minimum limit for each coverage may be verified with Risk Manager]

Insurance Requirements. Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' rating of A or higher and Financial Size Category Class VII or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. General Liability: Insurance Services Office form CG 00 01.
 - b. Automobile Liability: Insurance Services Office form number CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles.
 - c. Professional Liability: Errors and omissions liability insurance appropriate to the CONSULTANT's Services to be performed in connection with this AGREEMENT.
 - d. Workers' Compensation: Insurance as required by Section 3700 of the Labor Code of State of California, and Employer's Liability Insurance covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

- a. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
 - b. Automobile Liability: \$1,000,000 combined single limit for each accident.
 - c. Professional Liability (Errors & Omissions): \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this AGREEMENT.
 - d. Workers' Compensation and Employer's Liability: Statutory Limits for Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 policy limit.
3. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:
- a. All Policies.
 - i. Proof of Insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - ii. Duration of Coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or sub-consultants.
 - iii. CITY's Rights of Enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay

premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

- iv. Enforcement of Agreement Provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- v. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, waiver of any coverage normally provided by insurance or to fulfill the indemnification provisions and requirements of this AGREEMENT. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- vi. Notice of cancellation. Each insurance policy required by this Exhibit "F" shall be endorsed and state the coverage shall not be cancelled by the insurance agent, broker, or either party to this AGREEMENT. CONSULTANT agrees to provide CITY with a thirty (30) day notice of cancellation or nonrenewal of coverage for each required coverage.
- vii. Agency's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.
- viii. Self-insured retentions. Any deductibles or self-insured retention must be declared to and approved by CITY. CITY reserves the right to require that self- insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these specifications unless approved by CITY.
- ix. Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

- x. Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of work.
- b. General Liability and Excess Liability Coverage.
 - i. Additional insured status. Policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. Workers' Compensation and Employer's Liability Coverage.
 - i. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.